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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

DE LACY DAVIS.

Plaintiff

**ADELAIDE L. SANFORD CHARTER
SCHOOL BOARD OF TRUSTEES and
FREDRICA BEY, CEO,**

Defendants

DOCKET NO.:

CIVIL ACTION

COMPLAINT & JURY DEMAND

Plaintiff De Lacy Davis, residing at 309 Weequahaic Avenue, Newark, New Jersey 07112, by way of Complaint against Defendants, says:

PRELIMINARY STATEMENT

1. This action seeks liquidated, compensatory, and punitive damages, as well as costs and attorney's fees for discrimination suffered by Plaintiff, who was discharged and otherwise retaliated against by Defendants in retaliation for complaining and/or threatening to complain of illegal and/or unethical conduct; for the defamation of professional stature by Defendants; and for wrongful discharge in violation of contractual obligations impliedly and by operation of promissory estoppel entered into by Defendants.
2. A pervasive environment of discrimination and retaliation exists within Defendant

2. A pervasive environment of discrimination and retaliation exists within Defendant

Adelaide L. Sanford Charter School (“ALCS”), favoring employees who acquiesce in the unethical and illegal conduct of Defendants.

PARTIES

3. Plaintiff De Lacy Davis (hereinafter “Plaintiff” or “Davis”) is a former contractual employee of Defendant Adelaide L. Sanford Charter School (hereinafter “ALCS” or “School”). Plaintiff was hired by the Adelaide L. Sanford Charter School Board of Trustees (hereinafter “Defendant” or “Board”) on or about September 7, 2007 as a school official as defined in *N.J.A.C. 6A:11-1.2* in the title of “School Leader”. Plaintiff was employed in this title for approximately four and half years prior to his discharge from employment in May 2012.
4. The Adelaide L. Sanford Charter School is a Charter School organized and incorporated pursuant to *N.J.S.A. 18A:36A-1 et seq.* which opened on or about September 6, 2007 and its charter was renewed for an additional five year term on or about February 28, 2011, through the 2015/2016 school year. Upon information and belief, the School is presently on probationary status with the New Jersey Department of Education.
5. Pursuant to *N.J.A.C. 6A:28-1.2*, the School is managed by the Defendant Board of Trustees.
6. At all times referenced herein, Defendant Fredrica Bey was the Chief Executive Officer of Defendant Adelaide Sanford Charter School and is a resident of the State of New Jersey.

FACTS COMMON TO ALL COUNTS

7. At the time of Plaintiff’s hire, with full knowledge of the Board, Plaintiff only possessed a certificate of eligibility for Elementary School Teacher in New Jersey and a Masters of

Administrative Science (MAS).

8. In January 2008, Plaintiff passed the School Leaders Licensure Assessment for School Principal.
9. The Board established a job description for the position of “chief school administrator.”
10. The “chief school administrator” job description does not require the possession of any educational certification from the State of New Jersey pursuant to *N.J.A.C. 6A:9-1.1* et seq.
11. In January 2010, the Plaintiff and Board entered into an employment contract, governing the terms and conditions of Plaintiff’s employment as “School Leader.”
12. Pursuant to the employment contract, specifically Article IV, Plaintiff was not required to hold a New Jersey Department of Education license to serve in the title of School Leader.
13. Article II of the employment contract mandated that the Board provide notice to Plaintiff by April 30, 2010 of its intent not to renew or extend the contract or the contract was automatically extended for a one-year period.
14. Alternatively, the Board was required to notify Plaintiff sixty (60) calendar days prior to the June 30th on which the contract would terminate.
15. Plaintiff maintained his employment with the Board through May 2012 pursuant to the terms of the employment contract and has never been notified of the Board’s intent not to renew said contract as required by Article II.
16. In the Spring of 2010, with the knowledge of the Board, Plaintiff enrolled in Rutgers University to obtain a Masters Degree in Public Administration (MPA) and to complete the Urban Education Leadership Certification Program which would allow him to qualify

for a Certificate of Eligibility pursuant to *N.J.A.C.* 6A:9-6.4 for the Principal Certification.

17. Plaintiff continued to take courses in furtherance of obtaining a Masters Degree in Summer 2010, Spring 2011, Fall 2011 and Spring 2012, maintaining a 4.0 GPA, while at the same time fulfilling all required duties of the School Leader position for the Board.
18. Plaintiff graduated from Rutgers University in May 2012 with a MPA and having completed the Urban Education Leadership Certification Program and was thus qualified to hold the New Jersey Department of Education Principal certification. Plaintiff provided all necessary documents to Rutgers University, which he was required to do, so that Rutgers University could file the certification application on Plaintiff's behalf.
19. In August 2012, Plaintiff was issued his Certificate of Eligibility for the position of Principal by the New Jersey State Board of Examiners.
20. As a Charter School, the ALCS Board is governed by Title 18A of the New Jersey State Statutes. Specifically, *N.J.S.A.* 18A:27-10 requires that any non-tenured teaching staff member receive written notice of whether employment will be offered for the next succeeding year on or before May 15th in each school year.
21. Defendant Adelaide Sanford leases the real property in which the school is located at 15 James Street, Newark, New Jersey. The Lease is between ALCS and the property owner, Women in Support of the Million Man March, or "WISOMMM," also known as Ace Alliance, a New Jersey Non-Profit Corporation.
22. Defendant Bey is now and at all times referenced herein, the Executive Director of WISOMMM and/or Ace Alliance.

23. In four years, from approximately 2007 to 2011, ALCS's lease ballooned from approximately \$220,000 per year to \$624,000 per year, despite that the Lease states that rent would not increase more than 15% annually. In 2011, Defendant Bey attempted to increase the rent more than 35%.
24. Over the term of the Lease, Defendant Bey has routinely demanded additional monies from the school for improvements that were never made, while simultaneously ignoring and/or refusing to make repairs and address health and safety issues, such as cockroach and rodent infestations, as well as lack of heat.
25. In or about January 2011, Plaintiff reported to the then Board President, Atiya Rashidi, and to the then Board Counsel Dwayne Warren, Esq. among other things, his concerns about the contents of the lease renewal the Board was contemplating, including, but not limited to, the high cost of same and the conflict of interest of the CEO, Defendant Bey, as Executive Director of WISOMMM. Upon information and belief, Defendant Bey was informed of Plaintiff's concerns.
26. Over the course of the next sixteen months, Plaintiff was subjected to harassment and intimidation by Defendant Bey and members of the Defendant Board of Trustees.
27. Directly arising from Plaintiff's complaint about the lease, on or about April 5, 2011, Defendant Bey, without authority, issued a letter of reprimand to Plaintiff after he sought counsel before providing Defendant Bey with documentation related to the improper lease.
28. In or about June 2011, Plaintiff refused to provide Defendant Bey, in her capacity as WISOMMM Executive Director and contrary to her obligations as CEO of the School, confidential information regarding a student's application.

29. Directly arising from Plaintiff's complaints about the lease, in or about July 2011, Defendant Bey, in her capacity as WISOMMM Executive Director and contrary to her obligations as CEO of the School, demanded that Plaintiff submit personal information, including his social security number, and provide information for a criminal background check to be conducted in connection with WISOMMM's application for bond financing, which would in turn negatively affect the School's lease.
30. In and about October 2011, Defendant Bey demanded that Plaintiff facilitate early lease payments from the School to WISOMMM, despite the terms of the lease and without authority from Defendant Board.
31. In or about mid to late 2011, Plaintiff, in his capacity as School Leader, advised the then Board President Atiya Rashidi and Board Counsel Dwayne Warren that certain of its members, as well as Defendant Bey, had been found to be ineligible for service by the New Jersey Department of Education as a result of mandatory criminal history checks. Subsequent to Plaintiff reporting this information, Defendant Bey threatened Plaintiff and continued her pattern of harassing Plaintiff, preventing him from effectively completing his day to day duties for the School.
32. Directly arising from Plaintiff's complaints, in or about late 2011 and January 2012, Defendants, in contravention of confidentiality rules governing the Defendant Board's executive session meetings, publicized the information Plaintiff provided with regard to Defendant Bey's negative criminal history check and incited members of the public to threaten and harass Plaintiff.
33. Directly arising from Plaintiff's complaints, in January 2012, WISOMMM, Defendant Bey and members of Defendant Board, changed the locks of the School's Facilities,

without permission, leaving Plaintiff and School Personnel unable to enter the School to prepare for the students' return from winter break.

34. Directly arising from Plaintiff's complaints, in February 2012, the New Jersey Department of Education notified Defendant Bey and Special Counsel to ALCS, that there are "concerns of potential misuse of federal funds and your role as the charter school's CEO as it relates to fiscal exchanges with [WISOMMM]." The NJDOE required that a remedial action plan be put in place and that ALCS take further actions to remedy the concerns.

35. On May 11, 2012, the New Jersey Department of Education notified Amina Bey, President of Defendant Board, detailing the deficiencies in the remedial action plan, particularly with respect to the conflict of interest of Defendant Bey. Notably, no Board approval of the current lease was provided to the NJDOE, as previously requested.

36. Just five (5) days following the date of the May 11, 2012 letter, on May 16, 2012, Plaintiff received notice from the Board that he was "being released of [his] responsibilities from the position of School Leader."

37. Prior to receiving the May 16th correspondence, Plaintiff was not notified of any discussion the Board conducted in accordance with the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.* and/or *Rice v. Union County Regional High School Bd. of Education*.

38. The May 16, 2012 purported notice of non-renewal violated *N.J.S.A. 18A:27-10* as well as Article II of Plaintiff's employment contract, mandating notification of non-renewal of the contract by April 30th (sixty (60) days prior to June 30th).

39. On May 21, 2012 and June 4, 2012, Plaintiff requested a statement of reasons for his alleged non-renewal of employment pursuant to *N.J.S.A.* 18A:27-3.2 and an informal appearance (Donaldson hearing) before the Board pursuant to *N.J.A.C.* 6A:32-4.6.
40. The Board notified Plaintiff via correspondence dated May 31, 2012 that the reason for his non-renewal was because he did not possess the Principal certification and that a Donaldson hearing would be conducted on June 18, 2012.
41. In the May 31, 2012 correspondence, the Board admitted that it violated both the Open Public Meetings Act and Plaintiff's *Rice* rights with its statement that "the Board voted to approve the recommendation from the Board's Human Resources Committee not to renew your contract as School Leader."
42. Plaintiff appeared for the Donaldson hearing on June 18, 2012, choosing to have the Board conduct same in public session as permitted by the Open Public Meetings Act.
43. Subsequent to Plaintiff's presentation to the Defendant Board, Amina Bey, Board President, signaled that the "meeting was over", without (a) a vote of adjournment by a majority of the members present; (b) a discussion by the Board, in public or executive session, whether to overturn Plaintiff's non-renewal or (c) public comment as required by the Open Public Meetings Act, *N.J.S.A.* 10:4-12(2).
44. On June 21, 2012, Plaintiff received correspondence from Board President Amina Bey, indicating that the Board was holding a meeting on June 25, 2012 "to decide whether to uphold or overturn the decision regarding the non-renewal of your contract."
45. In contradiction of Ms. Bey's correspondence, received during normal business hours, Plaintiff received an electronic mail correspondence from the Board's alleged Special Council, Bob Pickett, Esq. at 11:31 p.m. on June 21, 2012, indicating that since the Board

did not “take a formal vote after your Donaldson hearing to decide whether to affirm its decision to not renew your employment or to offer you continued employment with ALSCS”, the initial decision to not renew Plaintiff’s employment would stand.

46. The Board’s alleged vote to non-renew Plaintiff’s employment was taken in contravention of the Open Public Meetings Act and Plaintiff’s Rice rights.

47. The statement of reasons stated by the Board for non-renewal of Plaintiff is a sham, as, upon information and belief, no formal vote was ever taken to abolish the position of School Leader and establish the position of Principal.

48. Irrespective of whether the Board properly established the position of Principal, its stated reason that Plaintiff does not have the Principal certification is false, as the Board had knowledge that Plaintiff had received his Masters’ Degree on May 17, 2012 and was simply waiting for the processing of his application for the Principal Certificate of Eligibility.

FIRST COUNT
**(Conscientious Employee Protection Act,
N.J.S.A. 34:19-1 to 34:19-8)**

49. Plaintiff hereby repeats and realleges the allegations set forth herein above and incorporates same by reference as if set forth at length herein.

50. Defendants expected Plaintiff to participate in activities and practices which the Plaintiff reasonably believed were in violation of the law, fraudulent and/or unethical.

51. Upon disclosing this information to numerous representatives of Defendants, Plaintiff was retaliated against by being terminated in violation of the Conscientious Employee Protection Act, in violation of N.J.S.A. 34:19-1 to 34:19-8.

52. As a result of the illegal actions of the Defendants, Plaintiff has suffered and will continue to suffer loss of employment benefits, including pay, vacation and sick leave benefits, and all other accouterments of employment with the Defendants, and further, has suffered damages for severe mental anguish, stress, humiliation and pain and suffering.

53. Plaintiff was required to participate and/or acquiesce in illegal acts.

54. After questioning the misrepresentations, ethical violations, and improper lease agreement between Defendants, Plaintiff was retaliated against and terminated.

WHEREFORE, Plaintiff prays that this Court shall:

- a. Award Plaintiff actual damages payable by the Defendants jointly and severally, for loss of pay and salary increments denied him because of unlawful retaliatory conduct.
- b. Award Plaintiff punitive damages.
- c. Award Plaintiff attorney fees in this action.
- d. Award Plaintiff costs in this action, and such other further and equitable relief as to the Court shall seem just and proper.

SECOND COUNT

**(First Amendment Retaliation in Violation 42 U.S.C. § 1983
and the Constitutions of the United States of American and the State of New Jersey)**

55. Plaintiff hereby repeats and realleges the allegations set forth herein above and incorporates same by reference as if set forth at length herein.

56. Plaintiff was terminated from employment in retaliation for the exercise of his free speech on matter of public concern, in violation of the First Amendment to the United States Constitution.

57. Defendants, in their official capacities, by imposing and implementing a governmental policy by which Plaintiff was unilaterally removed from his position, without minimum due process protections, in flagrant disregard for Plaintiff's rights, did deprive Plaintiff of his rights, privileges and immunities secured to him by the First and Fourteenth Amendment to the United States Constitution, as well as the Constitution of the State of New Jersey.

WHEREFORE, the Plaintiff prays that this Court shall:

- a. Award Plaintiff actual damages payable by the Defendants jointly and severally, for loss of pay and salary increments denied him because of the retaliation.
- b. Award Plaintiff punitive damages.
- c. Award Plaintiff attorney fees in this action.
- d. Award Plaintiff costs in this action, and such other further and equitable relief as to the Court shall seem just and proper.

THIRD COUNT

(Breach of Contract/Wrongful Discharge)

58. Plaintiff hereby repeats and realleges the allegations set forth herein above and incorporates same by reference as if set forth at length herein.

59. Plaintiff and Defendant entered into a written agreement for the provision of services to Defendant from Plaintiff.

60. Defendant breached the contract by, among other things, failing to give timely notice of the non-renewal or cancellation of Plaintiff's employment contract, as required by Article II of said contract, thus entitling Plaintiff to employment and compensation for the 2012/2013 school year.

61. Defendants have therefore breached their express and implied contractual obligations to Plaintiff.

62. By discharging Plaintiff, Defendants have breached their contractual obligations to Plaintiff.

WHEREFORE, the Plaintiff prays that this Court shall:

- a. Award Plaintiff actual damages payable by the Defendants jointly and severally, for loss of pay and salary increments denied him because of the breach of contract.
- b. Award Plaintiff punitive damages.
- c. Award Plaintiff attorney fees in this action.
- d. Award Plaintiff costs in this action, and such other further and equitable relief as to the Court shall seem just and proper.

FOURTH COUNT

(Breach of Covenant of Good Faith and Fair Dealing)

63. Plaintiff hereby repeats and realleges the allegations set forth herein above and incorporates same by reference as if set forth at length herein.

64. The employment contract constitutes a valid, binding contract designed to govern the terms and conditions of employment with Defendant. Plaintiff relied on the terms and conditions within the Contract and on the good faith of Defendants in implementation

and abiding by the Contract. Defendants' disregard for its own policies and procedures, as well as its statutory obligations, in order to wrongfully terminate Plaintiff was a deliberate and malicious breach of the covenant of good faith and fair dealing.

65. Plaintiff has suffered substantial damages because of Defendants' deliberate and malicious breach of the covenant.

66. The actions of Defendants, acting singly and/or in concert, were malicious, intentional and in reckless disregard of Plaintiff's rights and well-being.

WHEREFORE, the Plaintiff pray that this Court shall:

- a. Award Plaintiff actual damages payable by the Defendants jointly and severally, for loss of pay and salary increments denied Plaintiff due to Defendants' deliberate and malicious breach of the Contract and covenant of good faith and fair dealing.
- b. Award Plaintiff punitive damages.
- c. Award Plaintiff attorney fees in this action.
- d. Award Plaintiff costs in this action and such other further and equitable relief as the Court deems just and proper.

FIFTH COUNT

(Violation of N.J.S.A. 18A:27-10, et seq.)

67. Plaintiff hereby repeats and realleges the allegations set forth herein above and incorporates same by reference as if set forth at length herein.

68. Defendants failed to give timely notice of Plaintiff's non-renewal in violation of *N.J.S.A. 18A:27-10*, thus, by operation of law pursuant to *N.J.S.A. 18A:27-11*, Plaintiff is entitled to continued employment for the 2012/2013 school year.

WHEREFORE, the Plaintiff pray that this Court shall:

- a. Award Plaintiff actual damages payable by the Defendants jointly and severally, for loss of pay and salary increments denied Plaintiff due to Defendants' deliberate and intentional failure to give timely notice.
- b. Award Plaintiff punitive damages.
- c. Award Plaintiff attorney fees in this action.
- d. Award Plaintiff costs in this action and such other further and equitable relief as the Court deems just and proper.

SIXTH COUNT

(Intentional Infliction of Emotional Distress)

69. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as if same were set forth at length herein.
70. The aforesaid acts of retaliation was perpetrated and knowingly condoned by Defendant and constitute socially and morally unacceptable behavior.
71. Such policies, actions and inactions by Defendant were intended to, and did in fact, inflict severe emotional distress upon Plaintiff.
72. Such conduct by defendant constitutes the tort of intentional infliction of emotional distress and outrage.
73. As a direct result, Plaintiff has suffered, and continues to suffer, severe emotional distress, embarrassment, humiliation, economic harm, and other damages.
74. As a direct and proximate result of Defendant's aforesaid acts, Plaintiff has suffered severe emotional distress, embarrassment, financial loss, damage to his career, and other damages.

WHEREFORE, Plaintiff demands entry of judgment against Defendant for damages, both compensatory and punitive, costs, reasonable attorneys' fees and such further relief as the Court deems just and appropriate.

SEVENTH COUNT

(Negligent Infliction of Emotional Distress)

75. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as if same were set forth at length herein.

76. Defendant negligently perpetrated and condoned the aforesaid policies and practices of retaliation, which constitute socially and morally unacceptable behavior.

77. Such policies, actions and inactions by Defendant negligently inflicted severe emotional distress upon Plaintiff.

78. Such conduct by Defendant constitutes the tort of negligent infliction of emotional distress and outrage.

79. As a direct result, Plaintiff has suffered, and continues to suffer, severe emotional distress, embarrassment, humiliation, economic harm, and other damages.

80. As a direct and proximate result of Defendant's aforesaid acts, Plaintiff has suffered severe emotional distress, embarrassment, financial loss, damage to his career, and other damages.

WHEREFORE, Plaintiff demands entry of judgment against Defendant for damages, both compensatory and punitive, costs, reasonable attorneys' fees and such further relief as the Court deems just and appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE THAT Allan C. Roth, Esq., has been designated as trial counsel on behalf of Plaintiff.

CERTIFICATION

I certify that the within matter in controversy is the subject of a parallel proceeding in the New Jersey Office of Administrative Law, OAL Docket No: EDU 00025-13, and that, to the best of counsel's knowledge, there are no other parties who should be joined at this time.

ROTH D'AQUANNI LLC
Attorneys for Plaintiff
De Lacy Davis

BY: /s/ Allan C. Roth (7930)
Allan C. Roth, Esq.

DATED: May 16, 2013

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

De Lacy Davis

(b) County of Residence of First Listed Plaintiff Essex
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)
Allan Roth, Esq.

Roth D'Aquanni, LLC 150 Morris Ave., Suite 206, Springfield, NJ 07081
aroth@rdlegal.net 973-258-1288

DEFENDANTS

Adelaide L. Sanford Charter School Board of Trustees and Fredrica Bey, CEO

County of Residence of First Listed Defendant Essex
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Bob Pickett, Esq.,
Pickett & Craig, 80 Main St. Suite 430, West Orange, NJ 07052
pickett303@aol.com 973-540-0599

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROFESSIONAL FEES <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	SCIENCE RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAXES <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 USC 1983

Brief description of cause:
illegal retaliation and termination of employment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Jesse H. Strauss, N.J. A.L.J.

DOCKET NUMBER EDU 00025-13

DATE

05/16/2013

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE